

with pay during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid the difference between the employee's full salary and any payment received, except travel pay, for such duty.

(b) When, in the opinion of the department head, an employee's absence from duty would pose an undue burden or hardship upon the efficient operation of the department, the department head may request relief from the appropriate agency for the employee serving as a juror.

(c) An employee who has been subpoenaed as a witness in an official City capacity shall be paid the employee's regular salary, less any witness fee received.

(d) An employee who has been subpoenaed as a witness in a private capacity shall not be eligible for jury or court leave for this purpose. Such an employee may use other forms of leave, including vacation, personal leave bank or compensatory time.

Section 19.6 Military Leave

(a) Except as provided in subsection (b), military leave shall be granted in accordance with the provisions of state law. All employees entitled to military leave shall give the appointing power an opportunity within the limits of military regulations to determine when such leave shall be taken.

(b) No employee who is entitled to a temporary military leave of absence pursuant to the Military and Veterans Code shall be entitled to salary or compensation from the City for the period of such leave. Any employee who is going to take such leave shall, not less than seven days prior to the date of commencement of the leave, report to the Director of Finance in writing the employee's name, department, name and location of military unit, dates when military leave will be taken, and place where such employee will be stationed during such leave. The employee shall also report the estimated amount of salary or compensation the employee expects to receive for such military duties. Upon return from temporary military leave, the employee shall either (1) assign to the City the military paycheck, in which case the employee's next City paycheck would be in the amount to which the employee would have been entitled without deduction on account of military leave; or (2) present to the City a pay voucher signed by the appropriate military authorities indicating the amount of salary or compensation received for such temporary military leave in which case the employee's next City paycheck shall reflect a deduction from the amount to which the employee would have otherwise been entitled in the amount of the military salary or compensation for the temporary leave.

(c) Subsection (b) shall only apply to persons hired after the effective date of this Memorandum of Understanding, July 1, 1983.

Section 19.7 Personal Leave Bank

Each employee of this bargaining unit shall have a Personal Leave Bank. The bank shall

be maintained by the Finance Department and reported to the employee by means of a payroll stub entry.

New employees shall begin with a balance of zero (0). Each year on the employee's birthday, the employee's leave bank shall be credited with eight (8) hours of personal leave. The leave bank shall also be credited with eight (8) hours of leave each year on February 12 and September 9, in recognition of prior holidays for Lincoln's Birthday and Admission Day, respectively. Similarly, on Good Friday each year the employee's leave bank shall be credited with four (4) hours of leave.

An employee desiring to take personal leave must make such request in writing to the department head at least seven (7) days prior to the proposed leave, unless otherwise agreed to by the City. Approval of such time off shall be subject to the operating requirements of the department in which the employee works.

Employees will be permitted to accumulate up to a maximum of forty-eight (48) hours in personal leave. An employee whose personal leave bank exceeds 48 hours as of March 12, 2001, will have the hours in excess of 48 transferred to a separate account. Such employee will have six months to develop a plan for using the balance in this account. Any hours not used will be paid to the employee at the employee's hourly rate as of March 12, 2001.

Employees will also be allowed to borrow against future accruals by overdrawing the bank by up to twenty-four (24) hours. Upon termination of employment, an employee shall be paid in a lump sum for all hours remaining in the leave bank, at the employee's final straight-time rate. In the event that an employee leaves City employment with an overdrawn leave bank, the employee shall reimburse the City for the deficit, at the employee's final straight-time rate.

Section 19.8 Catastrophic Leave

Employees of this bargaining unit may voluntarily donate vacation leave, holiday leave and compensatory time off to a common bank from which other employees in the bargaining unit may draw in case of their personal illness when they have exhausted sick leave. Catastrophic illness or injury shall be defined for this purpose to mean a life threatening or debilitating illness or injury.

The City may require that the catastrophic nature of the condition be confirmed by a doctor's report. Donated leave will be credited to the receiving employee's sick leave balance on an hour for hour basis and shall be paid at the rate of pay of the receiving employee.

Section 19.9 Leave with Pay, Extenuating Circumstances

(a) Occasionally, due to the 24 hour nature of City activities, there are emergency situations [flooding, pipe breaks, trees down, etc.] which can result in the call back of duty personnel, standby personnel, and in some cases, all available personnel. In the interest of